

AGREEMENT

By and Between the

CITY OF EUGENE

and

**LOCAL 675 of the
INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES,
MOVING PICTURE TECHNICIANS, ARTISTS
AND ALLIED CRAFTS
OF THE
UNITED STATES AND CANADA,
AFL-CIO, CLC,
EUGENE, OREGON**



July 1, 2004 through June 30, 2006

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PREAMBLE

THIS AGREEMENT between the City of Eugene, hereinafter referred to as the "Employer," and **LOCAL 675 of the INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES AND CANADA, AFL-CIO, CLC, EUGENE, OREGON**, hereinafter referred to as the "Union," shall constitute a full and complete agreement between the parties covering wages, hours, and other terms and conditions of employment.

ARTICLE 1 - AGREEMENT AND PURPOSE

- A. The agreement shall cover the terms and conditions of employment of stage employees whose classifications are set forth in this Agreement, and who are employed by the City of Eugene to perform any stage-related work in the facilities of the Cultural Services Division, i.e. the Hult Center and the Cuthbert Amphitheater. The City will continue to review and discuss potential opportunities to use IATSE-represented employees outside of the major venues.
- B. IATSE-represented employees will have first opportunity to perform stage-related labor on productions initiated and/or produced by the Cultural Services Division in the Hult Center and for all ticketed events at Cuthbert Amphitheater. When major equipment of the Division is used outside the facilities, the City may assign an IATSE-represented employee with the equipment to set it up, operate it, strike it and/or bring it back to the facilities. The staffing level will be determined by the City in consultation with the Union.
- C. All stage-related work performed on the stage, wings, fly galleries, orchestra pit, sewing room (subject to the exceptions in h. below), or other related stage facilities involving carpentry, sound, scenery, electronics, audiovisual, (except as specified in D., E., and F. below), electrical, optical, motion picture, setting up and tearing down (strike) of portable staging, wardrobe and properties, and incidental maintenance related to this work shall be covered by the terms of this agreement unless otherwise agreed by the parties. The parties may mutually agree to perform other work of the Cultural Services Division facilities under the terms of this agreement.
- D. General purpose audio-visual equipment, including overhead, slide and video projectors, self-contained lecterns, used for lectures, meetings, conventions, and other non-theatrical events held in Cultural Services facilities, shall not require an IATSE-represented operator.
- E. In those instances where the Cultural Services Division or a lessee of Cultural Services facilities has a need for equipment not available through the Cultural Services Division and the company providing the equipment requires that it be operated by an employee of the company, such requirement shall not be considered a violation of this agreement, nor shall the terms of this agreement apply to such employee. In such instances, it is understood that the operator(s) are under the direction of the senior IATSE-represented employee, and that such operator(s) shall not be allowed access to the facilities without an IATSE-represented employee on duty.
- F. Technical personnel traveling with, and employed by, professional road shows shall be allowed to operate lighting, moving light, sound, and special effect control consoles, special effects equipment, follow spots, and other equipment provided by the road show.
- G. Other stage-related labor, as defined in c. above, necessitated by or related to the use of equipment referred to in D., E. and F. above, shall be performed by IATSE-represented

employees. Such labor includes, but is not limited to, setting large projection screens (any screen requiring more than one individual to set), erecting camera or projection platforms, removing seats from theaters, providing power greater than 120 volt, 20 amp services, loading in and out such equipment, and any labor involving Cultural Services stage equipment.

- H. If a local performance group, as defined in Article 11.C, does not request represented wardrobe and property personnel, they may use one non-represented wardrobe person and one non-represented property person who shall be under the direction of the senior IATSE-represented stagehand.
- I. As of the effective date of the contract, in the Soreng Theater only, Resident Companies, Hult Presents, non-profits, local amateur or educational groups (see definitions in Article 11) may use up to four (4) volunteer personnel to move scenery or props provided by the performing organization. For the purposes of this agreement, an amateur event is an event for which the performers or participants are not paid. The Head carpenter will not be assigned job duties that prevent monitoring the stage for safety concerns. Rigging and all operation of Hult Center equipment including followspots will be done by Hult Center employees, except as provided for in Article 10.F. In such cases, backstage personnel working for the performing organization shall come under the authority of the head carpenter, particularly in all matters of safety.
- J. This agreement does not apply to contractors or companies making permanent modifications, where warranty or licensing must be assumed by the contractor and/or company. This agreement also does not include or apply to service work performed by manufacturers' factory representatives.

ARTICLE 2 - RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of all employees whose classifications are covered by this agreement. Attached (Appendix A) are the currently covered classification titles with a description of typically assigned duties.

ARTICLE 3 - EQUAL EMPLOYMENT OPPORTUNITIES

Both the Employer and the Union agree to comply with all applicable federal, state, and local laws, regulations, rules, directives, and orders with regard to the acceptance, selection, classification, and referral of applicants for Union membership and applicants for employment without discrimination because of race, color, national origin, creed, religion, age, sex, marital status, sexual orientation, Vietnam-era or disabled veteran status, or disability where the disability is such that it does not hamper the employee in carrying out her/his duties in a reasonably efficient manner and a reasonable accommodation could not be made.

ARTICLE 4 - SERVICE FEES AND CHECKOFF

- A. The City and the Union agree to a "fair-share" agreement for all employees who are within the bargaining unit. The Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability (monetary or otherwise), and for all legal costs that shall arise out of, or by reason of, action taken or not taken by the City in complying with the provisions of this article. If an improper deduction is made, the Union shall refund

directly to the employee any such amount. If a deduction is not made, the Union shall notify the City and make appropriate arrangements to correct the error. In no case shall such adjustments extend beyond one pay period. In order for both parties to have adequate information on dues checkoff, the Deduction Register for IATSE dues will be delivered to the Union, as well as the Hult Center Payroll Report.

- B. Inasmuch as it is required that the Union represent every employee within the bargaining unit, thus making each employee a recipient of the Union's services, it is mutually agreed and recognized by the parties that each employee who, on July 1, 1985, or any date thereafter, occupies a position in the City and is a member of the bargaining unit for which the Union serves as the bargaining agent but who is not a member and chooses to remain not a member of the Union, shall, within 30 days, proportionately and fairly share in the cost of the collective bargaining process.

Therefore, the cost per employee is fixed proportionately at the amount of Union dues or fees, as lawfully allowed under the PECBA. This amount shall be deducted each pay period from each Union member and non-Union member's compensation, within 30 days of becoming a member of the bargaining unit, and remitted in the aggregate to the treasurer of the Union. Such dues or fees as the Union treasurer certifies to the City as the pay period dues or fees approved by members of the Union shall remain as the reasonable amount to be deducted hereunder.

- C. Work assessment fees will be automatically deducted from all employees occupying positions in the bargaining unit who have signed a form authorizing work assessment deductions.
- D. No payroll deduction of dues or fair-share fees shall be made from Workers' Compensation or any payroll period in which the earnings received are insufficient to cover the amount of deduction, nor shall any deduction be made from subsequent payrolls to cover the period in question.
- E. Any individual employee who has an objection to becoming a member based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall inform the City and the Union of the objection. The employee shall meet with representatives of the Union and establish a mutually satisfactory arrangement for distribution of the contribution of an amount of money equivalent to regular Union membership dues in a non-religious charity.

ARTICLE 5 - MANAGEMENT RIGHTS

The Employer shall retain the exclusive right to exercise the customary functions of management, including, but not limited to, directing the activities of employees, determining the levels of service and methods of operation, including subcontracting and the introduction of new equipment; the right to hire, lay off, transfer, and promote; to discipline or discharge for just cause; to assign, reassign, and relieve employees; and to determine work schedules and assign work, and any other such rights not referred to in this agreement. The Employer shall not exercise its rights set forth above for the purpose of avoiding the terms of this agreement. Management rights except where abridged by provisions of this agreement are not subject to the grievance procedure.

ARTICLE 6 - UNION ACCESS

The business agent or any other duly elected representative of the Union, with reasonable advance notice, is to be allowed reasonable access to work areas, provided there is no slowdown of the Employer's business.

ARTICLE 7 - SAFETY

The Employer acknowledges its obligation to provide a safe and healthy environment for employees in accordance with applicable local, state, and federal laws pertaining to health and safety. In situations that are in the direct control and responsibility of the Employer, the Employer shall respond promptly to alleged unsafe conditions brought to its attention by the job steward. Complaints arising under this article are grievable up to step 3 of the grievance procedures but are not arbitrable and any further action shall be addressed under established procedures of the Oregon Safe Employment Act or its successor. The Joint Labor Management Committee shall be responsible for discussing safety issues of mutual concern and making recommendations to the Department Director, City Manager, and the Risk Manager regarding safety issues pertaining to stagehands.

ARTICLE 8 - RETIREMENT

- A. During the term of this agreement, for those employees eligible, the Employer shall participate in the Public employee plans established in ORS Chapter 238 and 238A and in effect as of the effective date of this Agreement for employees covered by this Agreement. The retirement benefits provided will be those defined in ORS Chapter 238 and 238A and may change during the life of this agreement if the statutes or administrative rules governing the public employee retirement plans are changed. The City will make contributions to the plans as required by law.
- B. As of the date that an employee becomes a member of the public retirement plans' Individual Account Program (IAP), the City agrees to pay six percent (6%) of each eligible employee's salary, as defined by ORS Chapter 238, as the employee's contribution to the employee's IAP account.
- C. If, during the life of this contract, the City's payment of the six percent (6%) employee contribution must be discontinued due to a change in state law or a final non-appealable judgment from a court of competent jurisdiction, the City agrees to negotiate with the Union for a comparable level benefit.

ARTICLE 9 - GENERAL CONDITIONS

- A. The Employer agrees that it will give the Union the first opportunity to furnish, and the Union agrees to furnish, applicants for all classes of employment, other than House Crew work, provided for in this agreement, if stage-hands with the requisite skills described are available for referral.
- B. Any person who becomes an employee of the City and works 40 or more hours under the terms of this agreement must complete a physical examination, which includes a drug screen test and a background questionnaire prior to the next work call or within the next thirty (30) days, whichever is later. Continuing as a City employee is contingent on successfully passing the physical examination, drug screen test, and background process.

- C. The Union shall make every effort to fill Department Head positions in a manner to provide consistency in those positions to the Resident User groups. The Union shall make every effort to fill Steward positions in a manner to provide consistency in those positions to management. The Stage Supervisor will be notified of who the primary assigned employee(s) will be for each group.
- D. House Crew positions are regular, on-going positions where the employee is scheduled to work a minimum of half the available hours in a pay period. House Crew positions are generally assigned to do specialist, lead, and administrative work and oversee non-technical rehearsals. House Crew positions will generally not supersede the general show call work assignments filled by the Union. However, the City reserves the right, in the interest of customer service, to assign House Crew employees to show calls. All work time scheduled or assigned for House Crew employees by the City will be paid at the regular House Crew rate, subject to the bonuses, overtime rates and other provisions of this contract. The City will not create and post more than two (2) new House Crew positions during the life of this agreement.
- E. All House Crew positions will be filled first from current union employees through a competitive process based on job experience and qualifications. Notice of vacancies will be posted on bulletin boards in conspicuous places available to stage employees. In the event the Employer determines that from the applicant pool, two (2) or more employees in the bargaining unit are equally qualified for the vacant position, the Employer agrees to recognize and consider length of service with the Employer as a factor in choosing the final candidate.
- F. House Crew assignments are scheduled by management. The City agrees to give the Union a minimum of thirty (30) days notice prior to the hiring of a new House Crew position or assignment of a new classification of employment to a House Crew employee and to meet and confer with the Union upon request. House Crew employees are eligible for additional calls through the Union's call assignment process. When House Crew employees are assigned by the Union, they will be paid the appropriate show call rates.
- G. In the event the Employer determines it will be necessary to reduce and/or eliminate House Crew positions, no fewer than thirty (30) days layoff notice will be given to affected employees. Layoffs shall be made by departments in inverse order of length of service with the Employer. Employees laid off shall be subject to recall for twenty-four (24) months from the date of layoff. If an employee declines recall when the Employer attempts to refill a position, the employee's name shall be removed from the recall list.
- H. Whenever the Employer requires stage employees, it shall notify the Union business agent, either in writing, in person, by telephone, or by providing a copy of the stage call schedule, stating the location, starting time, the classification of work to be performed, and the names or numbers of employees required to fill the call. The Employer shall attempt to provide such notice at least seventy-two (72) hours in advance of the call.
 - 1. For any first call placed with less than forty eight (48) hours notice to the Union, a bonus equivalent to one (1) hour of pay at the assigned rate shall be paid to any employee scheduled to fill the call. For any call canceled with less than forty eight (48) hours notice, except those cancelled due to natural disaster, catastrophe, or emergency that requires the facility to be closed or that requires the call to be cancelled, a bonus equivalent to one and one half (1 ½) hours of pay at the assigned rate shall be paid to each employee scheduled to fill the call. There shall be no pyramiding of late call or cancellation penalties, (e.g.) no individual employee shall receive more than one (1) late call or cancellation penalty related to a single work call.

For any first call placed with less than twenty-four (24) hours notice to the Union, a bonus equivalent to two (2) hours of pay at the assigned rate shall be paid to any employee scheduled to fill the call. For any call canceled with less than twenty four (24) hours notice, except those cancelled due to natural disaster, catastrophe, or emergency that requires the facility to be closed or that requires the call to be cancelled, a bonus equivalent to three (3) hours of pay at the assigned rate shall be paid to each employee scheduled to fill the call. For the purpose of this agreement, "first call" shall be considered the initial notification to the Union of any request for a work call.

There shall be no pyramiding of late call or cancellation penalties, (e.g.) no individual employee shall receive more than one (1) late call or cancellation penalty related to a single work call.

2. Call times for work previously requested but adjusted more than two (2) hours forward or backward shall be considered a first call. Upon mutual agreement between the Union and the Employer, calls may be adjusted more than two (2) hours and not be considered a "first call". TBA's as starting times on the stage call schedule shall be considered an incomplete call and will not fulfill the definition of a "first call." The notification of the Union of the replacement of a TBA on the stage call schedule with a starting time will complete the call and be considered a "first call".
 3. The Union shall attempt to fill all calls; however, the Union shall not be held in breach of contract for failure to fill a call on time with less than forty-eight (48) hours notice. In the event that the Union is unable to refer to the Employer current employees in a timely fashion prior to call time, it shall notify the Employer as soon as possible. The Employer may then employ from sources that are available.
- I. The Union shall not refer any stagehand to a first call where it will result in overtime or premium rates because of work previously performed by that person during the same work week, unless the schedule requires it, no other person is available or a person has been specifically requested by the City or a user group. If overtime or premium rates will be incurred in other situations, the Union must give prior notice to the City.
 - J. The first employee called to perform work in the skill areas defined in the classification shall be paid at the Department Head rate. Stewards, Department Heads, Specialists, and Grips shall be assigned as required by the Employer. Department Head assignments may be combined depending upon the amount and type of work required. Anyone assigned as a Department Head must meet the minimum requirements for the position.
 - K. For all calls which require twenty (20) or more employees, or where call changes are anticipated, a Steward shall be assigned. Generally, the Steward will only work load in and load out unless requested by the Employer. If the level of employees falls below twenty (20), the Steward may be released at the discretion of the ranking supervisor in consultation with the user and the ranking Union employee other than the Steward. If a Steward is assigned to work for a resident company or local groups, s/he will be paid at the Department Head rate.
 - L. The Joint Labor/Management Committee will set minimum job requirements for job applicants, Department Heads, and other positions as mutually agreed.

- M. For any event that has one (1) or more forty eight (48) foot trailers or two (2) or more bobtail trucks and/or van and a bobtail, an adequate number of loaders shall be assigned. When more than four (4) loaders are assigned, one of the loaders will be a Department Head.

ARTICLE 10 - HOURS AND OVERTIME

- A. The Employer compensates employees for overtime worked in accordance with the provisions of the paragraphs below, which supersede the provisions of ORS 279.340 in the computing of overtime payments.
1. Hours worked in excess of (40) hours in the 7-day (168 hours) work period or in excess of eight (8) hours without a break of at least eight (8) hours shall be compensated at the rate of one and one-half (1-1/2) times the base hourly rate. After fourteen (14) hours of work in a 24-hour period, the rate of compensation shall be two (2) times the base hourly rate. The Executive Director may establish or modify the 168-hour work period (7-day work week) in consultation with the Union as provided under Article 17 of this agreement. Once an employee has reached a premium rate, she/he receives that rate for all hours worked over forty (40) in the work period. Hours compensated but not worked shall not count toward the forty-hour requirement.
 2. Hours worked after midnight but before 8:00 a.m. shall be compensated at the rate of one and one-half (1-1/2) times the base hourly rate except when an employee has already worked in excess of eight (8) hours. In this case, the employee shall be compensated at the rate of two (2) times the base hourly rate.
 3. Hours worked on any of the designated holidays are compensated at one and one-half (1-1/2) times the base hourly rate. The designated holidays are: Martin Luther King Day (3rd Monday in January), Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Day. Holidays start at midnight and continue until the employee has had a break of at least eight (8) hours.
 4. No pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.
- B. Minimum time for calls shall be four (4) hours except as specified below in 10.J below. All hours shall be compensated at the applicable pay rates reflected in Article 11, Salaries. For employees on the call schedule, work schedules showing employees' hours and workdays will be posted on bulletin boards in conspicuous places available to stage employees.
- C. Stagehands shall receive pay for the hours worked on an hourly, continuity-of-service basis unless a break of more than two (2) hours is scheduled. In such case, both the initial call in and any callback shall be treated as separate minimum calls per paragraph B. above. If a work period is scheduled followed by a scheduled break of two (2) hours or less, stagehands shall be paid for the entire scheduled period prior to the break. All time paid for in this matter shall count toward the minimums in paragraph b. above and towards insurance qualification.
- D. When two or more different productions at the Center are performed in the same day and the Center deems it necessary to hold over, add to, reassign, or relieve any of those working the earlier show, the work required for the changeover from one production to another shall be paid for on an hourly continuity-of-service basis.

- E. Staffing conditions pertaining to road attractions are specified under the "yellow card" issued by the IATSE. As the Center is responsible for staffing, the Union shall present to the Center, 48 hours prior to the call, a copy of the yellow card, if available.
- F. When members of commercial touring road show companies are in residence at the Center, they shall be able to operate the follow spot at the discretion of the Operations Director. IATSE members shall be allowed to request the opportunity to use this displacement as a paid training opportunity for two performances of any such show.
- G. All employees shall be allowed reasonable time off to vote in City, county, state, and/or federal elections if required work does not allow time to vote outside of working hours.
- H. Leads shall be called in at least one (1) hour prior to the performance (show) time, which shall be included as part of the minimum call. All other stagehands shall be called in at least one-half (1/2) hour prior to the performance (show) time, which shall be included as part of the minimum call. Leads may be called one-half hour prior to the performance time when multiple performances occur during the same day.
- I. Meal breaks shall be provided as follows:
 - 1. Employees shall be allowed an uncompensated meal period of one (1) hour, which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the shift.
 - 2. A one-half (1/2) hour meal break may be called in lieu of an hour meal break with the condition that the employee is paid for the full hour and is provided by the Employer with an adequate meal no more than five (5) hours from the beginning of the shift or from the last meal break during the same call. The penalty for delayed meals or meal breaks shall be compensated at \$8.00 for each one-half (1/2) hour or until the meal is provided or the one hour break is given. The penalty will be paid for each one-half (1/2) hour period employees are delayed by six (6) minutes or more. The penalty applied is in addition to the applicable hourly wage. No meal will be required for the first one-half (1/2) hour break after a performance, unless the meal break would be required during the performance. Any call back after a meal break shall be for a minimum of two hours or a penalty will be paid equivalent to one meal penalty.
 - 3. Meal periods shall be on the Employer's time when the employee is required to remain on the premises or at a prescribed work site in the interest of the Employer. No meal break shall be less than one-half hour. Meal breaks shall not be unreasonably interrupted.
 - 4. Employees shall be allowed an uninterrupted rest period of not less than fifteen (15) minutes on the Employer's time for each four (4) hours, or major portion thereof, of working time. Rest periods shall be scheduled as nearly as possible to the mid-point of the work period. Where the nature of the work allows the employees to take unscheduled rest periods as needed, scheduled rest periods are not required. If departments are established, then breaks may be staggered by department. The Employer shall notify the Department Head in time for him/her to inform all employees of impending breaks and meals.
 - 5. No meal breaks shall be taken during a performance.

- J. All committee assignments, task team assignments, training sessions, staff meetings, or similar assignments required by the Employer shall be considered hours worked. There shall be no minimum call for such assignments.
- K. Employees holding House Crew positions will be guaranteed two (2) hours of compensation for any emergency call back which occurs outside of their scheduled hours.
- L. Employees holding House Crew positions who are designated to be on off-duty standby status (required to be accessible by telephone or other telecommunications device) shall receive extra compensation for all time they are assigned to be on standby at the rate of one (1) hour pay for each eight (8) hours designated to be on standby status.

ARTICLE 11 - SALARIES

A. WAGE INCREASES

1. Effective upon the signing of the contract, the Regular Performance rates will be increased by 1.5%.
2. There will be a fifteen percent (15%) differential established between the Regular Performance rates and the Resident Company rates upon the signing of the contract.
3. There will be a ten percent (10%) differential established between the Regular Performance rates and the Hult rates effective upon the signing of the contract. The new rates for non-performance work only will be paid retroactive to July 1, 2004.
4. Effective July 1, 2005, the Regular Performance rate will be increased by 2.5%. The other two rates will be adjusted to maintain the differentials established above.

B. WAGE SCHEDULE as of the effective date of the contract.

<i>Classification</i>	<i>Regular Performances Rates</i>	<i>Hult Rates</i>	<i>Resident Companies and Local Performances Rates</i>
Steward	\$18.76	\$17.05	\$16.31
Head Carpenter	\$18.76	\$17.05	\$16.31
Department Head	\$18.18	\$16.53	\$15.81
Specialist	\$17.54	\$15.95	\$15.25
Grip	\$16.85	\$15.32	\$14.65
Grip Trainee	\$13.28	\$12.07	\$11.55
House Crew	\$18.18		

C. WAGE SCHEDULE as of July 1, 2005.

Classification	Regular Performances Rates	Hult Rates	Resident Companies and Local Performances Rates
Steward	\$19.23	\$17.48	\$16.72
Head Carpenter	\$19.23	\$17.48	\$16.72
Department Head	\$18.63	\$16.94	\$16.20
Specialist	\$17.98	\$16.35	\$15.63
Grip	\$17.27	\$15.70	\$15.02
Grip Trainee	\$13.61	\$12.37	\$11.83
House Crew		\$18.63	

- D. Resident Companies are those performing arts organizations which are recognized by the City of Eugene as a Hult Center for the Performing Arts Resident Company. For Resident Companies, the Resident Company rate applies only to those productions mounted by that organization, and one production or performance promoted or co-promoted by the Resident Company. If a Resident Company is promoting or co-promoting more than one production, the regular performance rate will apply.
- E. Local performance rates apply to: 1) Performing groups using local community performers, 2) local church groups, 3) local educational groups, 4) local school districts, and 5) local non-profit organizations, unless a local promoter or producer is bringing in groups or performers from outside the local community. For the purposes of this contract, local means Lane County. If a local promoter or producer is bringing in groups or performers from outside the local community, the regular rates will apply.
- F. The Hult Rate applies to non-performance work and all Hult Presents performances.
- G. Regular performance rates apply to all other stage work related to a contracted performance or production. Rigging, (hanging points, spotting lines on the grid, or hanging points FOH) regardless of the user group shall be charged at the regular lead rate. Ground riggers shall be compensated at the Specialist rate for the hours assigned to ground rigging only. High work (any open beam, free hanging, or any other work done where climbing harness and safety ropes are required over twenty (20) feet) shall be compensated at a base hourly rate equal to one-and-one-half (1 1/2) the appropriate lead rate for the time assigned to high work. Non-performance rates shall apply to all other work, including House Crew assignments and training.
- H. If any new legislated compensation or benefits increase payroll costs to the City beyond those stipulated at the time of ratification, such costs shall be charged against the salary schedule at the time that the cost increases become effective. "New legislated compensation or benefits" includes but is not limited to: pensions or other retirement benefits; Workers' Compensation or other disability programs; sick leave, holidays, or other paid leaves; uniform or clothing allowance; training; certification; or educational incentive compensation. The cost of safety-related legislated costs exclusive of Workers' Compensation or other disability programs shall be borne by the City.

- I. The City shall make medical and life insurance coverage available to eligible employees in accordance with Article 12.
- J. The City may establish or change pay dates and pay cycles after consultation with the Union.

ARTICLE 12 - BENEFITS

- A. Health Insurance: The City shall provide medical, dental and vision insurance to all House Crew employees and those employees who are regularly available for work at the Center and who work on a regular basis for an average of 80 hours per month or greater (hereafter referred to as Insurance-qualified employees). Monthly hours will be reviewed twice yearly, on or about January 31 and July 31. An employee will be eligible for City-paid insurance for the period March 1 through August 31 if her/his average hours for the previous August 1 through January 31 equal 80 hours per month or greater. Likewise, an employee will be eligible for City-paid insurance for the period September 1 through February 28 if her/his average hours for the previous February 1 through July 31 equal or exceed 80 hours per month.
- B. If an insurance-qualified employee fails to qualify for a subsequent qualification period the employee must re-qualify during the next regularly scheduled review period as defined above. For purposes of this Article, personal leave and sick leave pay and hours compensated as part of minimum calls shall count as hours worked.
- C. House Crew employees shall qualify for insurance on the first of the month following their date of hire.
- D. Should an insurance-qualified employee (once qualified) fail to qualify for a subsequent qualification period s/he shall have the following options:
 - 1. Drop her/his insurance coverage by not self-paying in accordance with the City's policy.
 - 2. Self-pay her/his insurance premium in accordance with the City's policy. Should the employee continue to fail to qualify, s/he may continue to self-pay for up to 18 months at which time her/his insurance coverage will terminate.
 - 3. In the event that there is insufficient net pay to allow a payroll deduction, the employee will be responsible for submitting a check to Human Resource and Risk Services, in accordance with the City's procedures.
 - 4. If payment is not made in accordance with the provisions stated above, insurance coverage will lapse until eligibility is reestablished.
- E. If an Insurance-qualified employee is unavailable for work for more than one (1) full calendar month during a qualifying period, s/he must self-pay insurance premiums, as described above in b., in order to remain covered.
- F. House Crew employees who are on a leave of absence without pay for one full calendar month or more will not be eligible for insurance benefits, except as required by the Family Medical Leave Act (FMLA). Employees on approved leave may purchase City health insurance at their own expense.

- G. After five (5) years of continuous employment, as a stagehand with the Hult Center, an Insurance-qualified employee shall remain qualified so long as her/his monthly hours worked do not fall below eighty (80) hours for any three consecutive months or her/his six (6) month average, based on the qualification periods listed above, does not fall below sixty (60) hours worked per month. If an employee with five (5) or more years of continuous employment has been available for the full insurance qualifying period and loses insurance qualification due to lack of available work during a qualifying period, such employee shall re-qualify for insurance benefits by meeting the standards set out in this paragraph.
- H. For purposes of insurance coverage, the City will treat an Insurance-qualified employee who has not worked for three (3) consecutive months as terminated.
- I. The City's medical, dental and vision insurance is provided on a "tiered rating" basis. Employees who self-pay, shall pay the appropriate tiered rate for the level of benefits they have been receiving. Such payment shall be at the then current premium. The City agrees to assume the cost of increases for City-provided coverage during those months for which the City pays the employee's premiums during the life of this agreement.
- J. Beginning July 1, 2005, employees will be required to pay eight percent (8%) of the total cost of the premium for health insurance, based on a tiered rate (single, two-party, and family).
- K. Effective July 1, 2005, the City insurance plans shall be revised as follows:
1. The current out of pocket maximum will be increased to \$1,000 per person per calendar year.
 2. The deductible will be increased to \$150 per person and \$450 per family.
 3. Outpatient surgery coverage will be changed to 80% paid for physician services and facilities fees in panel and 50% out of panel.
 4. Prescription drug coverage will be changed to the following:
 - a. Retail:
 - Generic: \$10 co-payment
 - Others: 20% co-payment preferred brand
 - 25% co-payment premium brand
 - b. Mail Order:
 - Preferred: \$20 or 20% co-payment, whichever is greater, with a \$30 cap
 - Premium: \$25 or 25% co-payment, whichever is greater, with a \$60 cap
 5. Hospital room rate maximum will be eliminated.
- L. Life Insurance: House Crew and Insurance-qualified employees will be covered by a \$25,000 life insurance policy and another \$25,000 policy in the event of accidental death or dismemberment. For employees age 70 or over, this benefit will be reduced to 65% of the full amount. For employees age 75 or over, the benefit will be reduced to 45% of the full amount.
- M. Long Term Disability: House Crew and Insurance-qualified employees will be covered by a long-term disability benefit that conforms to the insuring agreements as set forth in the Standard Insurance policy for employees disabled due to off - or on-the-job injury or illness. The long-term

disability benefit will insure sixty percent (60%) of the employee's monthly salary. The monthly salary will be based on the average monthly salary earned during the preceding twelve months, calculated every six months on or about January 31 and July 31. Benefits for eligible employees will begin accruing after ninety (90) days of total disability and will be administered according to the terms of the policy. Employees who return to work after receiving long-term disability benefits shall not be required to re-qualify for City-paid health insurance benefits

- N. The Employer shall provide an Employee Assistance Plan benefit for all eligible employees covered by this agreement.
- O. Personal leave will accrue each bi-weekly pay period based on actual hours credited for work and paid leave time coded in lieu of work.
- P. All House Crew positions and Insurance-qualified employees shall receive personal leave according to the following schedule:

<i>Length of Continuous Service as an Insurance eligible Employee in Years</i>	<i>Full-time Bi-Weekly Maximum Accrual Rate</i>	<i>Full-time Annual Accrual Rate</i>
less than 5	3.846 hours	100 hours
5 but less than 10	4.615 hours	120 hours
10 but less than 15	5.385 hours	140 hours
15 but less than 20	6.154 hours	160 hours
20 and over	6.923 hours	180 hours
25 and over	7.692 hours	200 hours

- Q. After six (6) months of continuous employment, House Crew employees may use their annual leave time for scheduled, approved absences throughout the year. Eligible employees may accrue leave up to a maximum of 300 hours.
- R. Insurance-qualified employees must cash out their personal leave time in blocks equal to at least ten (10) hours per payoff, except for personal illnesses or injuries as noted below. For Insurance-qualified employees, personal leave is paid at the Grip non-performance rate. Eligible employees may accrue leave up to a maximum of 300 hours. Employees can request their personal leave payoff anytime after they reach the specified minimum amount with fifteen (15) days notice.
- S. Sick Leave: House Crew employees shall accrue sick leave based on the actual hours worked during each month at a rate equivalent of eight (8) hours a month for full time. All hours worked as a stagehand shall count for purposes of sick leave accrual. The maximum accrual for each month shall be eight (8) hours. Sick leave may only be used to substitute for time scheduled to work in a House Crew position, except as noted below, and for personal non-occupational illness and injury only. There is a limit of 375 hours on the amount of sick leave time that can be accrued.
- T. If an Insurance-qualified employee has not been paid for her/his annual personal leave, s/he may use it for absences due to a personal non-occupational illness or injury if s/he becomes ill or injured after being scheduled for work. An employee who is scheduled to work must notify the

Business Agent and Stage Supervisor if s/he is unable to work due to an illness or injury and wishes to apply her/his leave for the scheduled hours.

- U. Insurance-qualified and House Crew employees shall have access to the City's Career Development Program. Employees who accept career development assignments, as well as the Union, agree to waive the hours and overtime provision of the current IATSE agreement. Overtime during the assignment will be paid in accordance with the Fair Labor Standards Act. Employees in a career development assignment will be paid at the personal leave rate.
- V. Insurance-qualified employees are regular, unscheduled part-time employees.

ARTICLE 13 - GRIEVANCE AND ARBITRATION

- A. For the purposes of this agreement, a grievance means a dispute about the meaning, interpretation, violation, or application of this agreement. Reasonable and diligent effort shall be exerted at the earliest possible time by the employee and the Employer to settle the dispute. If the parties are unable to reach a settlement, the following procedure shall apply:
 - 1. The aggrieved employee, and any designated Union representative requested by the aggrieved employee, shall first attempt to informally resolve the complaint with the employee's immediate supervisor within twenty (20) days from the occurrence, or any reasonable knowledge thereof. In the event such attempt is unsuccessful, the employee must present, within this time period, written notice to the Operations Director and the Union's Business Agent. Such notice shall include: 1) statement of the grievance and relevant facts; 2) provision(s) of the contract violated; and 3) remedy sought. The Operations Director shall respond in writing to the employee within ten (10) days of the date of the presentation of the grievance. A copy of the response shall be sent to the Union Business Agent.
 - 2. If the grievance remains unresolved within ten (10) days of receipt of the Operations Director's reply, the grievance shall be submitted to the Cultural Services Division Manager with a copy to the City's Human Resource Manager and the Union's Business Agent. The Cultural Services Division Manager shall meet with the employee and the Union representative within ten (10) days of receiving the grievance, and shall render a written decision within ten (10) days of the meeting.
 - 3. If the grievance remains unresolved within ten (10) days of receipt of the Cultural Service Division Manager reply, the grievance shall be submitted to the Executive Director of the Department with a copy to the City's Human Resource Manager and the Union's Business Agent. The Executive Director shall meet with the employee, the Union representative, and the Human Resource Manager or her/his representative within ten (10) days of receiving the grievance, and shall render a written decision within ten (10) days of the meeting.
 - 4. If the grievance is not resolved in Step 3 above, then the Union may, within ten (10) days of receipt of the Executive Director's written response, submit the matter to an arbitrator in the following manner:
 - a. The parties will attempt to negotiate a mutually agreed-upon statement stipulating the issue to be submitted to arbitration and agreement on an arbitrator within ten (10) days of the Union's notice.

- b. If the parties are unable to agree under a., then either party can request a list of five (5) members of the American Arbitration Association, and the parties shall alternately strike one name from the list until only one (1) name is left. The order of striking shall be determined by lot and shall not require more than one (1) day to complete each strike. Either party may strike the entire list, thereby requesting a new list from the American Arbitration Association. The arbitrator will have the authority to hold hearings and render procedural rules. The powers of the arbitrator shall be limited to interpreting this agreement. S/he shall have no authority to alter, modify, vacate, or amend any terms of this agreement. The decision of the arbitrator shall be final and binding on both parties.
 - c. Each grievance shall be submitted at a separately convened arbitration hearing unless the parties agree mutually to submit more than one (1) grievance at the same arbitration hearing. The cost of the impartial arbitrator and court reporter or stenographer, if requested by the arbitrator, and transcript of the hearing furnished to the arbitrator shall be borne equally by both parties. Each party shall be responsible for all costs of presenting their position to the arbitrator. All meetings and hearings under this procedure shall be kept informal and private, and shall include only such parties in interest and/or designated representatives referred to in this article.
- B. Any or all time limits specified in the grievance procedure may be waived by mutual consent of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the Employer to submit a reply within the specified time will constitute a separate violation. A grievance may be terminated at any time upon receipt of a signed statement from the Union or the employee that the grievance has been resolved. A grievance settlement without Union concurrence does not constitute a contractual precedent.
- C. As used in this article, "days" means Monday through Friday, normal City business hours.

ARTICLE 14 - NO STRIKE, NO LOCKOUT

- A. The Union agrees that, during the term of this contract, neither the Union nor any bargaining unit employee shall take part in, call, sanction, foster, or support any strike, work stoppage, picketing, boycott, slowdown, or any interruption of or interference with the Employer's operations or services covered under this agreement.
- B. Should a strike, slowdown, picketing, boycott, or other interruption of work occur, the Employer shall notify the Union in writing of the existence of such activity and request advice from the Union as to whether the activity has been authorized. The Union immediately thereafter shall respond to the Employer's request in writing.
- C. Upon receiving notice of a strike, slowdown, picketing, boycott, or other interruption of work which it has not authorized, the Union will take all reasonable steps to terminate such activity and induce the employees concerned to return to work. If the Union takes such action it shall not be held liable by the Employer for the unauthorized activity of the employees involved. In the event employees participate in the strike, slowdown, picketing, boycott, or other interruption of work in violation of this article, the participating employees shall be subject to disciplinary action which may include discharge.

ARTICLE 15 - DISCIPLINE, DISCHARGE

- A. Any employee who has not worked 240 hours in a six (6) month period will be considered an at-will employee and may be disciplined or discharged without just cause.
- B. An employee who has worked 240 hours in a six (6) month period shall not be disciplined or discharged without just cause.
- C. Once an employee has met the qualification defined above in 15.B., s/he will continue to fall within the requirements of the provision unless s/he has not worked for a period of three (3) consecutive months, unless the absence is due to a qualifying workers' compensation claim with the City of Eugene.
- D. Employees who do not meet the requirements above shall still have access to the grievance procedure up to Step 3.

ARTICLE 16 - INDUSTRIAL AND COMMERCIAL RECORDING

- A. Subject to the exclusions in paragraph g. below, any industrial product demonstration event, or any event recorded or broadcast for commercial purposes shall be classified as a commercial event and all employees performing services under this agreement on such work shall be compensated at the appropriate commercial recording rate according to the provisions of paragraphs C., D., E., F. and H. below. For the purpose of this agreement "commercial purposes" applies to recordings which are duplicated and sold for profit.
- B. DEFINITIONS
 - 1. Industrial product demonstration events include conventions, lectures, demonstrations, retreats and other events designed to directly or indirectly sell a product or service, or to recruit or encourage sales people.
 - 2. Events recorded for commercial purposes are those events recorded specifically to be reproduced and sold.
 - 3. Broadcast events are those events, major portions of which (exceeding 3:00 min) are used on a commercial broadcasting network.
 - 4. The Commercial recording rate is one-and-one-half (1 ½) times the normal appropriate (regular or Local/Resident Company) rate.
- C. Any and all work on an industrial product demonstration event, or any event recorded or broadcast for commercial purposes, including load-in rehearsals, performances, load-out, and work associated with the recording or broadcast process itself, shall be compensated at the commercial recording rate.
- D. If significant recording equipment is used for any non-local event, it is assumed that the recording is for commercial purposes, and will be paid at the commercial recording rate.
- E. If a non-local event is recorded as archival, a special waiver will be signed by the City of Eugene, the user group, and the union. In the event the recording is reproduced and made available for

sale, the commercial rate will be paid to the crew working at the time the recording was made. In such cases the commercial rate will be paid for the show call(s) only.

- F. In all other cases the commercial recording rate will be applicable only to those employees working during the recorded or broadcast activity, i.e. performance or rehearsal, and only for the duration of the work call involved, and to any work involved in preparing for the recording or broadcast itself, i.e. loading in and setting up recording equipment, building camera platforms, etc.
- G. The aforementioned provisions contained within this article shall not apply to:
 - 1. Recorded or live telecast that does not exceed three minutes.
 - 2. Recordings of Resident and local non-profit productions used to promote the local non-profit group or its activities or to sell tickets to its presentations.
 - 3. Employer activities to promote itself or its activities or to sell tickets to presentations.
 - 4. Recordings of events broadcast via Oregon Public Broadcasting or other public, non-profit, broadcasting organizations. In such cases the City will verify the non-profit status of the organization and notify the Union in writing prior to the event.
 - 5. Recordings made for strictly archival purposes. However, if such recordings are later used for commercial purposes, the rates in effect at the time of the commercial use will be charged and the employees who worked on the recorded production will be appropriately compensated. The use of an archival recording in an individual's or group's resume or promotional materials to secure grants or future employment or to promote the group's activities does not constitute a commercial video.
 - 6. Recordings of events made by audience members with or without the permission of the artist.
 - 7. Closed circuit broadcasting, when it is not sent out of the building unless it is also recorded.
 - 8. Recordings by local amateur and educational institutions of their events for sale or distribution solely to the participants.
- H. When a recording is made, under any of the exceptions listed in paragraph G., additional employee(s) will be added to assist with the recording as needed.
- I. Still photographs are generally not considered commercial recordings. However, work involved in setting up for, lighting, or assisting in the taking of photographs to be used in a national publication or in a national advertising campaign for a commercial product or nationally recognized performing artist or group shall be compensated at the appropriate commercial recording rate.

ARTICLE 17 - LABOR-MANAGEMENT CONSULTATION

- A. The parties recognize that the delivery of professional stage services in the most efficient, productive, and effective manner is of paramount importance and interest to the Employer and the Union. Maximum productivity and innovation are recognized to be a mutual obligation of both parties within their respective roles and responsibilities. The parties agree to establish a Joint Labor/Management Relations Committee to provide input and recommendations to management. The committee shall be composed of equal numbers of Union and management representatives and shall meet at least monthly to discuss means of increasing the effectiveness of stage work, developing operational procedures, identifying cost-effective staffing arrangements, and dealing with operational improvements.
- B. The Joint Labor/Management Relations Committee will plan and hold meetings to discuss safety, policy, or operational issues, with all House Crew employees, insurance qualified stagehands and other regularly employed stagehands as mutually agreed to by the Union and Management. The Committee will generally hold a minimum of one such meeting yearly, although additional meetings may be called. The Committee will review and discuss other potential means to communicate such issues to the entire bargaining unit.
- C. Nothing in this agreement is intended to nullify existing wage or other economic benefits to employees under current policies or practices unless specifically included in this Agreement. The Union shall be given the opportunity to participate in the modification or formation of work rules and conditions.

ARTICLE 18 - WAIVER AND SEPARABILITY

It is agreed between the parties that either party shall have the right, upon a showing by the other of emergency or special needs satisfactory to the party to whom the showing is being made, to grant a written waiver or compromise in any of the terms and conditions of this collective bargaining agreement for such special situation or emergency. It is further agreed that the waiver of any provision of this agreement by either party shall not constitute a precedent for any further waiver of such provisions.

The terms and conditions of this contract are joint and severable, and if a clause herein shall hereafter be declared illegal by a court or body of competent jurisdiction, the rest of the contract shall not thereby fail or be rendered null and void and inapplicable, but shall continue in full force and effect, and only the illegal clause shall thereby be rendered null and void and severed from this contract.

ARTICLE 19 - TERMINATIONS/RENEGOTIATIONS

- A. This Agreement shall remain in full force and effect from the date of signing through June 30, 2006; and shall continue thereafter from year to year unless either party gives the other party written notice by February 1, in advance of its termination or any automatic renewals thereof, of its desire to amend, modify, or terminate this agreement. Whenever notice is given for changes, the subject of the change desired is to be specified in said notice; subjects not so specified shall automatically be renewed from year to year thereafter.
- B. This Agreement or any part of it may be terminated or renegotiated at any time by mutual consent of both parties.
- C. The Agreement shall be effective upon signature and shall be binding upon the Employer, the Union, and its members, and shall remain in full force and effect through June 30, 2006.
- D. The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter without mutual consent, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Employer's direction and control.

IN WITNESS THEREOF, the parties to this agreement have executed the same by their officers and agents duly authorized on this 6th day of March 2005.

FOR THE EMPLOYER:

Helen Towle
Human Resources Division Manager

Robb Hankins
Cultural Services Division Manager

Angel Jones
Library, Recreation, Cultural Services Director

Lauren Chouinard
Human Resource and Risk Services Director

Dennis Taylor
City Manager

FOR THE UNION:

Alex Fontain
President

Michael Carpenter
Business Agent

Laura Fine
Chief Negotiator

APPENDIX A - COVERED CLASSIFICATIONS

- A. **Head Carpenter**
The position serves as the overall stage work coordinator for the event and is responsible for the work and coordination of each department and member of the crew. The Head Carpenter is responsible for direct communication and coordination with Front of House personnel, as well as representatives of Management during the course of the load-in, show call, and load-out. The Head Carpenter will be responsible for monitoring all aspects of stagehand safety, performance, and behavior during the call and notifying a supervisor of any concerns.
- B. **Steward**
The position serves as the lead worker on shows with large crews and has responsibility for checking in personnel, assigning stagehands to departments, coordinating work periods and breaks with the production manager/road carpenter, responding to unanticipated needs, and informing the Stage Supervisor of any potential safety or other problems.
- C. **Department Head**
The Department Head is responsible for coordinating productions with management during calls and performing other stage-related work. Department Heads cover such skill areas as Fly Operator (Riggers), Electricians, Properties, Sound, and Wardrobe. As lead workers, they are responsible for the direction of the activities of the stage crew and may also be assigned Grip work.
- D. **Specialist**
Any employee working in a position designated as Specialist and not employed as a Steward or Department Head, shall be paid at the Specialist rate. These positions shall include but are not limited to: Follow Spot Operator, Flyrail Grip, Ground Rigger, Sound Grip, Projection Grip, Truck Loader, Construction Carpenter and Wardrobe Seamstress.
- E. **Grip**
The Grip is typically responsible to the Department Head in the performance of stage work including but not limited to loading in/out, maintenance, lighting, sound, rigging, costuming, props, video, projection, and other stage-related work.
- The Center, at its discretion, may assign stagehands to perform stage work in rehearsal room, practice rooms, warm-up rooms, lounges, reception rooms, lobbies, and other areas as the Employer deems necessary. The basic wage rates and work rules as described in the agreement will apply when stagehands are assigned to work in such areas. Additional stagehands shall be employed as deemed necessary by the Employer. The mopping of the stage and adjacent areas shall be the duty of the stagehands.
- F. **Grip Trainee**
All new employees hired as "grips" shall be classified and paid as "Grip Trainee" until they have completed a minimum of forty (40) hours of actual work in a six (6) month period. The individual employee shall be responsible for keeping track of her/his hours in reference to this requirement and for notifying Management when s/he has completed it. Once an employee has completed this requirement s/he shall be classified and paid as a Grip and remain in this classification unless s/he works zero (0) hours in any one (1) insurance qualifying period. Any employee continuously qualifying as a Grip for three (3) or more years shall remain qualified unless s/he works zero (0) hours in any two (2) consecutive insurance qualifying periods. The Grip trainee shall perform the same work as a Grip. For call purposes Grip Trainee shall not be a classification.

APPENDIX B - DRUG AND ALCOHOL POLICY

- A. The Employer and Union jointly recognize that drug or alcohol use by an employee would be a threat to the public welfare and the safety of Union members. It is the policy of the Employer to attempt to prevent drug and alcohol abuse by providing education and assistance to all employees and to the efficient delivery of City services. The use of, or being under the influence of, alcohol or drugs shall not be permitted at the work site and/or while on duty.
- B. All employees will be fully informed in writing of the Employer's drug and alcohol testing policy and procedures before testing is administered. Employees will also be provided with information concerning the impact of alcohol and/or drugs on job performance. Newly-hired employees will be provided with this information in writing as part of their orientation. No employee shall be tested for any circumstance occurring before this information is provided to him/her.
- C. Drug or alcohol testing will occur only in those circumstances where specific, objective facts become apparent to the supervisor which reasonably lead him/her to believe the employee is under the influence of alcohol or drugs while on the job.
- D. Definitions: For the purposes of this document the following definitions apply:
1. Alcohol : Ethyl alcohol and all beverages or liquids containing ethyl alcohol.
 2. Drugs: Any intoxicants or controlled substances as defined by the criminal code of the State of Oregon, including substances lawfully prescribed for the employee's use and over-the-counter medications. The definition of drugs excludes alcohol.
 3. Drug or Alcohol Test: The compulsory production and submission of urine or blood by an employee in accordance with procedures contained herein and chemical analysis to detect drug and/or alcohol use.
 4. Reasonable Suspicion : Inferences rationally derived from specific, objective facts about the conduct or performance of an individual under the totality of the circumstances existing at the time and place that would lead a reasonable person to suspect that the individual is or has been using drugs or alcohol.
 5. Under the Influence of Alcohol: When the individual's blood alcohol content is .04 percent or greater.
 6. Under the Influence of Drugs: When a detectable amount of a drug is found in the individual's body that may impair the individual's ability to safely and efficiently perform employment related duties.
 7. Workplace: Any location where an employee is performing job duties for the Employer or is representing the Employer in an official capacity whether or not the employee is compensated. The exclusion of alcohol from the workplace does not pertain to those sites at which, in the judgment of an Executive Manager, the use of alcohol cannot be avoided, such as during business meetings with members of foreign delegations where refusal of a traditional "toast" would show disrespect for the customs or culture of the delegate.
- E. Testing Procedures: All samples shall be tested for drugs and/or alcohol only. In no event will testing be done for pregnancy or AIDS.

1. Drug and Alcohol Testing Laboratory: The Employer and the Union shall select a National Institute on Drug Abuse (NIDA)] certified laboratory or laboratories that can demonstrate experience and capability of quality control, documentation, chain of evidence, technical expertise, and demonstrated proficiency in urine and blood analysis.
2. Test Result Standards:
 - a. Test results for drugs will be evaluated and judged based on accepted NIDA standards.
 - b. Test results for alcohol will be considered positive when the individual's blood alcohol content is .04 percent or greater.
3. Testing Mechanisms. The following testing mechanisms shall be used for any test for alcohol or drugs performed on samples taken from an employee.
 - a. Any urine screening shall be performed by the use of the enzyme immunoassay (EMIT) method and confirmed by the use of Gas Chromatography/Mass Spectrometry (GC/MS). If at any time tests exist with higher rates of reliability than either of these methods, such tests shall be used in place of them if agreed to by the City and the Union.
 - b. Alcohol tests shall be performed by standard laboratory blood alcohol analysis.
4. Procedures for Obtaining a Urine Sample. The following procedure shall be used whenever an employee is required by the Employer to give a urine sample:
 - a. The employee will be transported as soon as possible to the City physician's office during normal business hours or to the City's designated hospital during non-business hours. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
 - b. At the time of testing, the employee will be required to list all prescribed medications, controlled substances, and/or over the counter medications currently being used. Prescribed medications or controlled substances listed will be substantiated by written communication from the attending physician.
 - c. Urine collection shall be conducted in a manner which provides a high degree of security for the sample and freedom from adulteration. Employees shall not be witnessed while submitting a sample.
 - d. Immediately after the sample is given, it will be divided into two equal parts. Each of the two portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. Both of the samples will then be delivered to the designated testing laboratory. If the test is positive, both samples will be held by the laboratory for one year and then destroyed. If the test is negative, both samples will be held for seven (7) days and then destroyed.
 - e. The sample will first be tested using the screening procedure set forth in this policy.
 - f. If the test is positive for the presence of drugs, the employee will be notified of the positive results within twenty-four (24) hours of the Employer's receipt of the results, and will be provided with copies of all documents pertinent to the test. The employee will then have the option of having the untested sample submitted to a laboratory of the employee's own choosing which meets the standards specified in this policy.

- g. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and chain of evidence.
- 5. Procedures for Obtaining a Blood Sample. The following procedure shall be used whenever an employee is required by the Employer to give a blood sample:
 - a. The employee will be transported as soon as possible to the City physician's office during normal business hours or to the City's designated hospital during non-business hours. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
 - b. Immediately after the sample has been drawn, it will be divided into two parts. Each of the two portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. Both of the samples will then be delivered to the designated testing laboratory. If the test is positive, both samples will be held by the laboratory for one (1) year (per NIDA regulations)] and then destroyed. If the test is negative, both samples will be held for seven (7) days and then destroyed.
 - c. If the test results exceed the limit specified in this policy, the employee will be notified of the results within twenty-four hours of the Employer's receipt of the results and will be provided with copies of all documents pertinent to the test. The employee will then have the option of having the untested sample submitted to a laboratory of the employee's own choosing which meets the standards specified in this policy.
 - d. Each step in the collecting and processing of the blood specimens shall be documented to establish procedural integrity and chain of evidence.
- 6. Cost. The Employer shall bear the cost of the initial and confirmatory tests. If an employee chooses to test the second sample, the employee will pay the cost of the test(s). However, in the event that it is demonstrated that the testing of the first sample resulted in a false positive, the Employer will reimburse the employee for the cost of the second sample testing.
- 7. Evaluation. All test results will be evaluated by a suitably trained physician. The evaluation shall be done in such a manner to ensure that an employee's legal drug and alcohol use does not affect the evaluation of the test results.
- 8. Confidentiality. The testing procedure shall be conducted in such a manner as to assure the confidentiality of the testing and the test results. Test results shall be treated with the same confidentiality as other employee medical records.

F. Consequences of Positive Test Results:

- 1. An employee who has tested positive for the presence of alcohol or drugs pursuant to this agreement shall be referred to the Employee Assistance Program for drug and alcohol counseling.
- 2. Any disciplinary action taken by the Employer is subject to other pertinent articles of the collective bargaining agreement.

G. Employee Rights:

1. The employee shall have the right to a Union representation at all times during the testing procedure. However, this provision shall not unreasonably delay testing. Nothing herein shall restrict the employee's right to representation under general law.
2. If at any point the results of the laboratory testing procedures specified in this policy are negative, all further testing shall be discontinued. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. All test results will be kept confidential by the Employer. All mention of the testing or test results will be removed from the employee's personnel file.
3. Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of evidence, and the accuracy rate of the laboratory.

H. This drug testing program is initiated solely at the request of the Employer. The Union shall be held harmless for the violation of any worker's rights by the City arising from the administration of the drug and alcohol testing program.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EUGENE (CITY)
AND
INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICUTRE
TECHNICIANS, ARTISTS AND ALLIED CRAFTS (IATSE)**

In recognition of IATSE's agreement to reduce the pay rates their members receive for performances for Hult Presents events, as reflected in Article 11 of the current agreement between the City and IATSE, the City agrees to include IATSE in the pre-show acknowledgments, include the IATSE insignia in all Hult Center Presents program bulletins, and place a mutually agreeable banner with the IATSE insignia in a mutually agreeable location during all Hult Center Presents events.

Agreed to this 1st day of March , 2005.

For the City

For IATSE